deliver the letter to no one but the defendant personally. Upon this explanation he was admitted into the room. Putting the pretended letter into his pocket he proceeded to serve upon defendant the summons and complaint. The City Court of New York, Special Term, held that the subterfuge resorted to to effect service upon defendant was wrongful and improper, and grants a motion to set aside such service.

Distribution of Hand Bills and Circulars Barred.—An ordinance of New York, which should be of interest to every American City energetic in keeping its streets and public places clean and free from being littered with hand bills and advertisements, is construed in a test case brought before the City Magistrate's Court of New York City entitled People *v.* Horwitz, 140 New York Supplement, 437. The ordinance reads: "That no person shall throw, cast, or distribute in or upon any of the streets, avenues, or public places, or in front yards or stoops, any hand bills, circulars, cards, or other advertising matter whatsoever. As to its liability the court holds that the ordinance does not violate the Constitution providing that no person shall be deprived of liberty without due process of law, for a municipality through its legislative body has the right to prohibit the use of the streets for any purpose detrimental to the common good or that may conflict or interfere with the rights of others in the enjoyment of the highways, which should be unincumbered and clean so as to promote the safety, health, and comfort of the public. It is further held that it is not necessary to a conviction that the objectionable matter be cast or thrown away so that the streets be littered with it, for the act of distribution in itself is a complete offense separate from the act of throwing.

Right of Owners of Patent to Control Retail Price Denied.—An important decision was rendered by the Supreme Court of the United States on May 26, 1913, in Bauer Chemical Company *v.* O'Donnell. The case involved the right of the owners of a patented article to control the price at which retail dealers shall sell to consumers. The defendant bought at wholesale a patented medicine manufactured by the plaintiff company, each bottle of which bore a label to the effect that the medicine was licensed to be sold at not less than $1 a bottle, and that any dealer violating the license would be sued for damages and restrained by injunction. The defendant retailed it at 85 cents per bottle, and the plaintiff company sought to enjoin him from so doing. The Supreme Court of the District refused an injunction, and on appeal to the Court of Appeals that court certified the case to the Supreme Court of the United States. The decision of the majority of the Supreme Court was announced by Mr.

Justice Day, and in substance denies the right of the plaintiff company, as owners of the patent covering the medicine involved in the suit, to control the price at which retailers must sell to consumers. The decision in terms applies only to the patent medicine involved, but the doctrine announced will apply to patented articles in general, many of which are sold with attempted restrictions against their being sold at cut rates by the retailers. The decision of the Supreme Court was by a bare majority, Justices McKenna, Lurton, Holmes, and Van Devanter dissenting.—Washington Law Reporter.

Telegraph Companies—Negligence — Printed Conditions — Sender Not Bound.—The sender of a message is not bound by conditions printed on the back of a telegram nor can knowledge of such conditions be presumed in circumstances stated in the opinion of the Illinois Supreme Court in Edwin Beggs *v.* The Postal Telegraph-Cable Co. (258 Ill. Adv. Sheets, 238). Speaking through Mr. Justice Vickers, the court held in part:

Where it is shown that the defendant telegraph company had a message in its possession a sufficient time before its wires stopped working to have transmitted it, and also that if the message had been sent promptly after the wire trouble ceased it would have been received in time to have accomplished the sender's purpose, and it is not shown that the wire trouble was due to some cause not within the company's control, the question whether the company was negligent is for the jury. A sender of a telegram is not bound by printed conditions on the back of the telegraph blank furnished by the company unless he or his agent has knowledge of such conditions and assents thereto. The fact that the agent for the sender of a telegram has for years used the blanks furnished by the company does not justify the court in holding, as a matter of law, that the agent knew the printed conditions on the back of the blanks, where the agent testifies that he had never read such conditions and did not know what they were; but the question of knowledge, under such circumstances, is one of fact for the jury.—National Corporation Reporter.